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Fidelity Information Services, LLC

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

MILLINGTON BANK,

Plaintiff,

v.

**FIDELITY INFORMATION
SERVICES, LLC,**

Defendant.

Civil Action No.

**DECLARATION OF PAMELA
K. PHILLIPS IN SUPPORT OF
DEFENDANT'S NOTICE OF
REMOVAL**

(Document Filed Electronically)

I, PAMELA K PHILLIPS, do hereby declare as follows:

1. I am a Senior Vice President and Deputy General Counsel of Fidelity National Information Services, Inc. ("FNIS"), a Georgia corporation with its principal place of business in Jacksonville, Florida. FNIS is the sole member of defendant Fidelity Information Services, LLC ("FIS").

2. I submit this Declaration based upon my personal knowledge and in support of FIS' notice of removal.

3. A true and correct copy of the Summons and Complaint that plaintiff, Millington Bank (the "Bank"), served on FIS is attached as *Exhibit "A"*.

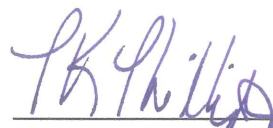
4. On November 15, 2017, I met with representatives of the Bank, at which time we discussed their request for a reduction in the deconversion costs and liquidated damages that would arise under the Bank's contract with FIS in the event of an early termination of the contract by the Bank if the Bank were acquired by another financial institution. The Bank's representatives indicated that the Bank was making this request because of its interest in pursuing a merger or acquisition transaction in the near future as soon as permitted by the Bank's regulators.

5. Based on those discussions, on November 16, 2017, I instructed FIS's deconversion calculation team, which is a part of the FIS accounting staff, to undertake a deconversion estimate, calculating the estimated liquidated damages and deconversion costs that would be incurred if the Bank were to terminate its contract with FIS and deconvert from FIS's processing services on January 15, 2019 (the "Deconversion Estimate"). The Deconversion Estimate that the deconversion calculation team prepared at my request was delivered to the Bank, on a confidential basis, on December 15, 2017. It contains pricing and other financial information that is confidential and proprietary to FIS and the Bank. A copy of the Deconversion

Estimate with the confidential and proprietary information redacted is attached as *Exhibit "B"*.

6. Based on the contract terms, the Deconversion Estimate demonstrates that if the Bank terminated the contract with FIS and deconverted from FIS's processing services on January 15, 2019, the Bank would be responsible for more than \$4 million in liquidated damages and deconversion costs. Due to the timing and work required to complete the deconversion of a financial institution like the Bank, January 2019 is the earliest possible date that a deconversion of the Bank could be effectuated. In any event, if the deconversion were to occur prior to January 2019, the deconversion costs and liquidated damages would be more than \$4 million.

I declare under penalty of perjury, under the laws of the United States of America, that the foregoing statements are true and correct.

A handwritten signature in blue ink, appearing to read 'P.K. Phillips', is written over a horizontal line.

PAMELA K. PHILLIPS

Dated: April 24, 2018